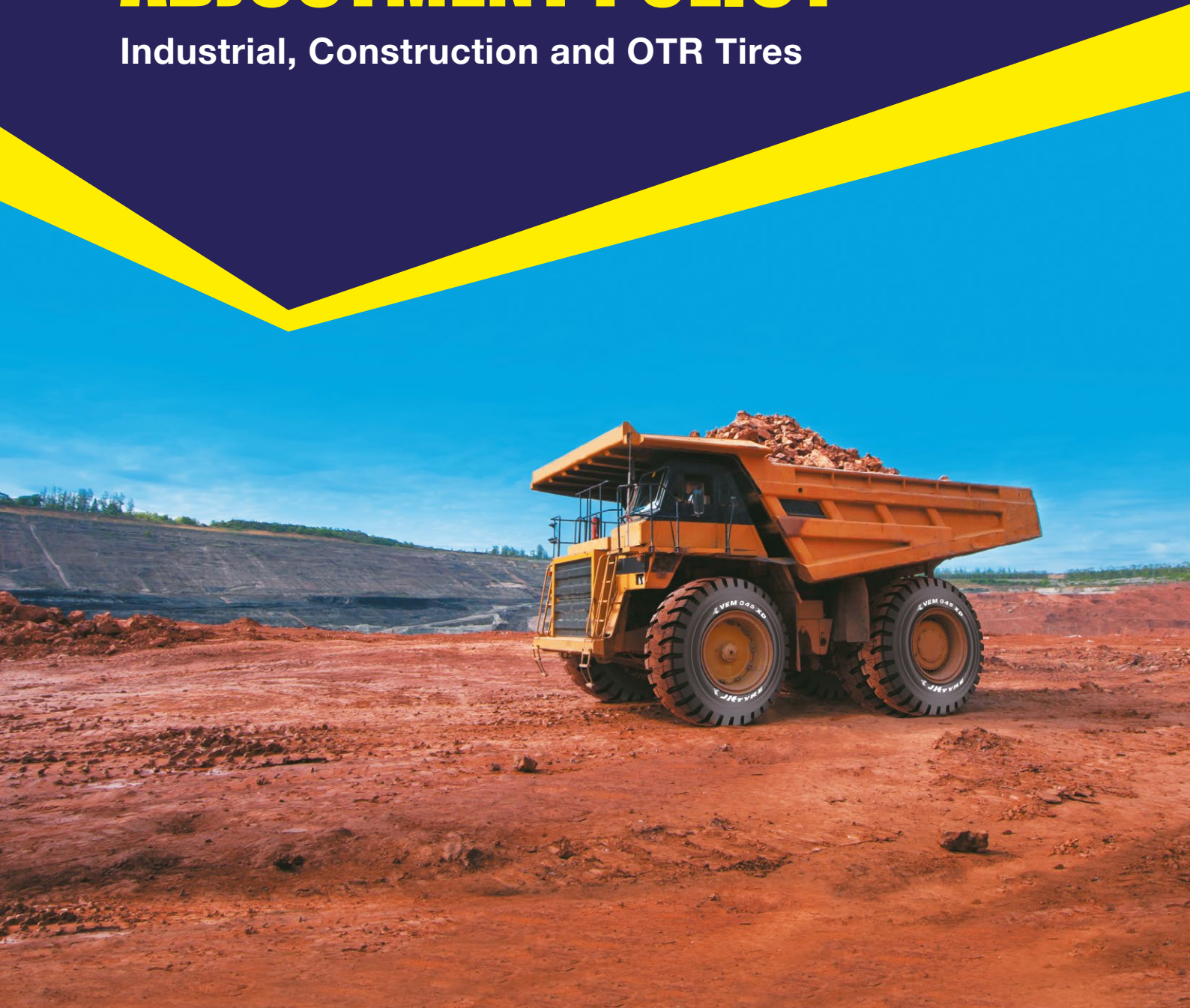




LIMITED WARRANTY AND ADJUSTMENT POLICY

Industrial, Construction and OTR Tires



LIMITED WARRANTY

The following warranty contains certain rights and obligations that pertain to JK Tyre branded Industrial, Construction, and OTR Tires purchased from JK Tyre & Industries Ltd. (JK Tyre) or Western Tires Inc. or an authorized dealer. Please review these rights and obligations carefully.



DEFINITION

Any Industrial, Construction and OTR Tire is a listed product on the JK Tyre off-Highway Tire (OHT) product list. This list is available online at WWW.JK-USA.COM/OHT

ELIGIBILITY

Industrial, Construction and OTR Tires bearing the JK Tyre trademark and with a complete serial number molded in the sidewall are warranted to be free from defects in workmanship and materials within the manufacturer's control. If an examination by an authorized JK Tyre representative shows that any such tire failed as a result of a condition under the control of the manufacturer, it will, at the option of JK Tyre, either be repaired at no charge, or replaced with a new JK Tyre product, discounted on a pro-rata basis credit.

THIS CREDIT WILL BE DETERMINED BY APPLYING THE LESSER OF

- The percentage of actual remaining tread depth (RTD %) of the covered tire, or
- The maximum credit based on the age (from purchase date) of the covered tire as indicated below:

% Wear	Years from manufacture or months/years after sale			
	0-2 Years (Pro-rata)	2-3 Years	3-4 Years	4-5 Years
0-20	100-80	60	40	25
21-40	80-60	50	30	15
41-60	60-40	25	20	10
61-80	40-20	15	15	0
81-95	20-0	10	10	0

NOTES:-

Tires will be compensated on a pro-rata basis (0-2 yrs.), i.e., the customer will be required to pay for used tread depth only.

The final replacement percentage credit will be multiplied by the dealers' current purchase price in effect at the time of adjustment of a new JK Tyre brand Industrial, Construction and OTR Tire (excluding any applicable taxes from the purchase date).

If proof-of-purchase is not available, the warranty period starts from the date of manufacture. The date of manufacture can be determined by inspecting the factory molded serial number. This warranty coverage is for tires used within published designed specifications for JK Tyre. Any use outside such specifications automatically voids this warranty. See WWW.JK-USA.COM/OHT or contact your JK Tyre Field Engineer or Western Tire Inc. for specifications.



WARRANTY TIME PERIOD AND DURATION

This warranty applies to JK Tyre Industrial, Construction and OTR Tires for a period of five (5) years from the invoice date against defects in workmanship or materials. Should no invoice be available, the manufacturing date located in the serial number will be used.



WARRANTY POLICY FOR TUBES

CATEGORY/PARAMETER	TUBES
Age limit for warranty claim (From the date of manufacture or from the invoice, whichever is later)	24 Months / 2 Years
Age limit for new defective warranty claim (From the date of manufacture)	12 Months / 1 Years
% Tread Wear for FOC Adjustments for manufacturing Defects	FOC (100% discount) - up to 6 months from the date of production 85% discount 6-12 months from the date of production 75% discount 12-24 months from the date of production

In case the tube has failed due to tire failure, if the tire is adjustable for manufacturing defect, the tire wear % will be applicable for tube adjustments and the tube should be deposited with the tire.



WARRANTY POLICY FLAPS

Service failed flaps shall not be entitled for any warranty claim (no warranty for flaps).

The same disposition on the tire/tube will be applicable on failed flaps deposited under claim, along with the tire/tube, provided that the tube has also failed.

LIMITED WARRANTY EXCLUSIONS

Any claim involving any one of the following categories will not be acceptable for warranty:

Tires purchased more than 60 months prior to presentation for adjustment. Without proof of purchase date, tires manufactured 60 months prior to presentation are not covered.

Tires removed from service more than six months prior to presentation to "JK Tyre".

Tires operated in an application that has not been pre-certified.

Tires for which an alternate warranty/guarantee has been negotiated and such a guarantee has been documented in writing by an authorized "JK Tyre" representative.

Damage due to improper inflation or improper loading or both.

Damage caused by improper mounting/de-mounting and storage.

Irregular wear or damages caused by misapplication, misalignment, wheel imbalance, defective brakes or shock absorbers, oil or chemical action, fire, use of tire chains or non-approved rims, wreck or collision, running flat, machine damage, machine snags, operation at excessive speeds, damage due to machine or willful damage or abuse.

Damage caused by road hazards such as impact breaks or cuts by external objects.

Irregular wear or tire damage caused by the spinning or skidding of the tire while in operation.

Air retention claims on tires purchased more than 3 months prior to presentation for adjustment or, if proof of purchase is not available, more than 3 months after the manufacture date.

Tires operating in excess of their rated Tonne-Kilometer-Per-Hour (TKPH) factor or rated Work Capability Factor (WCF).

Tires with improperly seated beads, knurling impressions from the rim that continue around the bead heel are sufficient evidence of improper seating.

Tires mounted with “O” rings that are not approved by JK Tyre for use with its tubeless tires.

Tires that have failed due to material added after original manufacture (example: tire fillers, sealant, ballast or balancing substances).

Tires that have been repaired or retreaded.

Tires after five (5) years from the date of manufacturing.

Any other damage caused by the buyer's or user's acts or omissions not in conformity with the manufacturer's specifications or instructions.

JK TYRE EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT INCLUDE LOSS OF TIME, LOSS OF USE OF EQUIPMENT, INCONVENIENCE, COST OF REPLACEMENT EQUIPMENT, OR ANY INCIDENTAL AND CONSEQUENTIAL DAMAGES.



LIMITATION

This warranty is applicable to the original purchaser and is not assignable to subsequent purchasers. The purchase receipt should be presented along with the claim. Any tire, no matter how well manufactured, may fail in service or become unserviceable due to conditions beyond the control of the manufacturer. No JK Tyre dealer, agent or representative has the authority to make or imply any representation, promise or agreement which in any way varies or extends the terms of this warranty.

JK Tyre expressly disclaims any warranty of fitness, merchantability or fitness for a particular purpose. This warranty does not include loss of time, loss of use of equipment, inconvenience, cost of replacement equipment or any incidental and consequential damages or cost of mounting/demounting.

DISTRIBUTOR'S OBLIGATIONS:

Information about failed tires has to be provided as per the claim reporting format along with digital photographs of the tire which is claimed. The photo image should contain a) The tire's serial No. & side wall markings, b) Defect details, if required tire defect area to be shown & c) Tread area, showing remaining tread depth, near Tread Wear Indicator (TWI).

1. The above tire information for claim adjustment must be presented through digital channel (email – otr@jkmail.com) & to JK Tyre or Western Tire Inc. on the address mentioned on the last page of this document.
2. Failed tires which are replaced by JK Tyre shall be made available for inspection for a period of 6 months from settlement date.
3. No claim will be recognized unless the product is inspected or a claim photograph is submitted electronically.
4. All adjustments are confirmed by mail.
5. On board machine cycle, payload and productivity information must be made available to the company, if requested.
6. Adjusted tires may be incapacitated. Disposal of the tire is the responsibility of the distributor.

OWNER'S OBLIGATIONS

1. Proper tire care is required to obtain maximum hours of usage and wear.
2. The owner must operate tires within JK Tyre and the manufacturer's specified load, speed limits and air pressure requirements (at cold air pressures specified by JK Tyre for load and speed according to individual tire size, type and load capacity) and maintain proper alignment of wheels.
3. The owner must present the pictures of the unserviceable tire and copy of proof of purchase date to JK Tyre while raising the claim.
4. No claim will be recognized unless the product is inspected and a claim is submitted to JK Tyre.
5. The onboard machine cycle, payload and productivity information must be made available to the authorized JK Tyre dealer or JK Tyre service representative, if requested.
6. Adjusted tyres will be incapacitated. Disposal of the tire in full conformity with applicable laws is entirely the responsibility of the owner.

The consumer is subject to the benefits of our limited warranty provided he/she has complied with the technical and maintenance recommendations and the safety warnings, some of which are:

- Use an extension hose, safety cage and all applicable safety equipment and guidelines and slip or chuck so that you can stand away during inflation.
- Inspect the inside of the tire for loose cords, cuts and penetrating objects before installing the tube, in case of a tube type tire. Tires with unrepairable damage should be discarded.
- Lubricate with only approved tire mounting lubricant or mild vegetable oil soap solution but never use anti-freeze solution.
- Inspect valve cores for proper air retention and replace damaged or leaky cores.
- Inflate the tire to the tire manufacturer's recommended cold inflation pressure for the tire's intended service.
- Do not ply over objects that may damage the tire through impact or cutting such as glass, metal, sharp stones etc.
- Please adhere to the load carrying capacity and speed rating of the tire. Refer to the 'JK TYRE' catalogue or other relevant books for Load and Speed related information.

- Do not re-inflate a tire that has been operated in a run-flat or under-inflated condition (80% or less of recommended pressure). Demount and inspect the tire and rim part before re-inflating.
- Do not attempt to demount a tire from a rim unless you are sure that tire is completely deflated. Failure to follow this practice can cause the assembly to burst with force sufficient to cause serious injury or death.
- Do not rework, weld, heat or blaze the rims.
- Do not use any rim part that is bent, pitted from corrosion, cracked or worn. These are unserviceable parts and must be destroyed so that they cannot be used. Remove rust, dirt or foreign material from the rim parts.
- Check the pressure in your tires at regular intervals when the tires are cool.
- Use an accurate pressure gauge and maintain the inflation pressure as recommended by the equipment manufacturer.

The manufacturer will not be liable in any case for the damage arising from any kind of abnormal usage of the products subject to this contract. All users of these products must respect the conditions of use and the manufacturer's instruction.

Tires are warranted for a period of 60 months or 5 years from the date of manufacture.

The final decision for whether or not the tire is defective and whether or not such defect(s) are attributable to the Manufacturer shall be made by the manufacturer's representative or persons authorized by manufacturer only.

The manufacturer's obligations shall be limited to repairing the defective parts of the tires, replacement with the same kind of tires or reimbursing the amount to be computed on a pro-rata basis, which shall be within the limit of the current price of new tires or comparable tires if the tires purchased are no longer produced. All obligations or liabilities for incidental or consequential damage shall be hereby excluded.

The formation, validity, construction, interpretation and performance of this document shall be governed by and construed in accordance with the Law of India.

DISCLAIMER:

Warranty does not provide compensation for any direct or indirect losses, damages incurred on account of tire failure or any expenses towards tire mounting demounting, alignment, balancing etc. This warranty is only for the product under complaint and if the tire is accepted under warranty the companion tire or the other vehicles components will not be considered for warranty.

The company reserves the right to change or modify the terms and conditions of aforesaid warranty & service policy without having any obligation or notice.

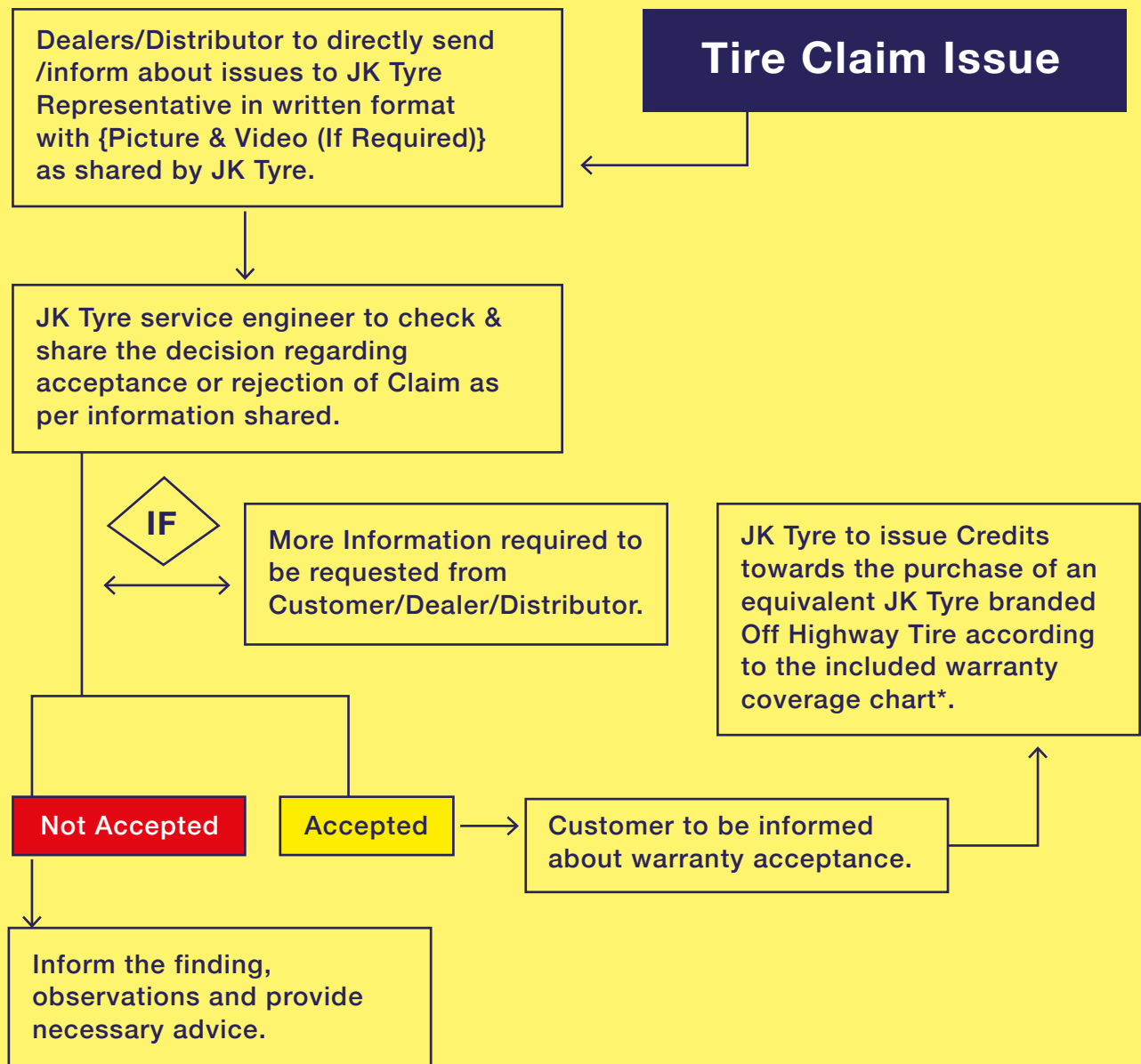


WARNING

PROPERTY DAMAGE, SERIOUS INJURY OR DEATH MAY RESULT FROM:

- **FAILURE DUE TO UNDERINFLATION/OVERLOADING:** Follow the owner's manual or tire placard placed in the vehicle.
- **EXPLOSION OF THE TIRE / RIM ASSEMBLY DUE TO IMPROPER MOUNTING:** Consider using nitrogen to inflate OTR tires to reduce the risk of explosive tire failure. Only specially trained persons using proper equipment should mount tires.
- **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING:** Before loosening any clamps or nuts that attach a multi-piece rim assembly to a vehicle, always completely deflate the tire mounted as a single or both tires in a dual assembly by removing the valve core(s). Never attempt to remove a tire from a rim unless the tire is completely deflated. In both cases above, check the valve stem by running a piece of wire through the stem to make sure it is not plugged.
- **WELDING, BRAZING OR USING ANY TYPE OF HEAT SOURCE ON A MOUNTED TIRE / RIM ASSEMBLY:** Do not, under any circumstances, attempt to rework, weld, heat or braze any rim components that are cracked, broken or damaged. Replace with new parts or parts that are not cracked, broken or damaged, and which are of the same size, type and manufacturer. Consult the rim manufacturer for proper replacement components.

WARRANTY CLAIM PROCESS - EXPORT



**Refer the chart shared under coverage heading of this policy.*



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